

**Mid Devon District Council**

**Recharge Policy**

Policy Number: HSG v1.6

**January 2016**

## Version Control Sheet

*Title: Recharge Policy*

*Purpose:* To review the Recharge Policy in accordance with good practice and relevant legislative requirements.

**Owner: Housing Services Manager**  
**cfry@middevon.gov.uk**  
**Telephone number 01884 234920**

*Date:* **January 2016**

*Version Number:* v1.6

*Status:* Review Policy

*Review Frequency:* **Every 4 years or sooner if required and in accordance with changes in good practice and legislation**

*Next review date:* **January 2020**

*Consultation* **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

PDG Decent & Affordable Homes

## Document History

This document obtained the following approvals.

<b>Title</b>	<b>Date</b>	<b>Version Approved</b>
Cabinet Member	28.9.15	
Tenants Together	10.12.15	
Management Team	12.1.16	
PDG Decent & Affordable Homes	26.1.16	
Cabinet	11.2.16	1.6

## 1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Services approach to the recovery of recharges. These are costs for any repairs that have been carried out to Council property due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated, any work carried out by us to repair or maintain the property that is the resident's responsibility or any costs relating to the Handyperson Scheme.

## 2. Scope

This policy explains how we will deal effectively with recharges, including those arising from damage, non-standard alterations or for the cost of clearing redundant possessions left by tenants. The rationale behind this policy is to ensure that payment is received for services carried out on behalf of the tenant or resident. This policy covers the following points and should be read in conjunction with the related documents highlighted below.

- Tenant responsibilities
- Unauthorised and substandard alterations
- Neglect, misuse and wilful damage to property
- Accidental, deliberate or criminal damage
- Mis-reporting of repairs
- No access given
- Assignments – mutual exchanges
- Other recharges
- Collection of recharges
- Exceptional circumstances
- Reducing occurrences

## 3. Related Documents

- a. Tenancy Agreement
- b. Property Deeds or Lease
- c. Garage and GGRP's Tenancy Agreements
- d. Income Management Policy
- e. Improvements to Council Properties Policy
- f. Garage Management Policy
- g. Car Parking Policy
- h. Pets and Animals Policy
- i. Hoarding Policy
- j. Fire risk in Communal areas Policy
- k. Anti-social Behaviour Policy
- l. Neighbourhood Management Policy
- m. Policy relating to tenancy changes
- n. Leaseholder's Handbook
- o. Tenant's Handbook
- p. Repairs Handbook
- q. End of tenancy reward scheme

- r. Former tenant procedure

#### 4. Definitions

The following definitions apply to this policy:

- **Resident** – any Council tenant, Registered Provider or private tenant, lodger, leaseholder and owner-occupier or business user renting a garage or GGRP
- **Tenant** – means anyone who holds a Council tenancy or is a leaseholder with MDDC
- **Council property** – means any property owned by the Council including, accommodation, land, car parks, garages, GGRP's, gardens, communal and shared areas
- **Wilful damage** – for example, damaged doors or windows, DIY which has damaged the fabric/ structure of the property or its internal parts
- **Neglect** – for example, failing to dispose of rubbish properly, losing keys, putting nappies, baby wipes and other inappropriate items down the toilet
- **Misuse** – for example, damage to doors and graffiti to walls
- **Accidental damage** – for example, knocking a light fitting with a ladder when decorating
- **Emergency repair** – a repair that is required to remove immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in the winter.

#### 5. Tenant's responsibilities

- 5.1 The Tenancy Agreement sets out which repairs tenants are responsible for. It advises tenants that they must keep their home in a reasonable condition and leave it clean and tidy when they end their tenancy. It states that we will recharge the tenant for the cost of making good any damage they have caused and/or clearing any items left behind.

#### 6. Unauthorised and substandard alterations

- 6.1 If a tenant undertakes any alterations to a Council property without prior written consent from us or if the works are not up to an acceptable standard, they will be requested to make good. If they fail to complete works to an acceptable standard then the tenant will be recharged for any costs incurred. They will also be required to seek retrospective consent from us.

#### 7. Neglect, misuse and wilful damage to the property

- 7.1 Where we have clear evidence that a defect or damage to any Council property has been caused by neglect, misuse or wilful damage by the tenant, resident or by members of the household including visitors to their home, the tenant/resident will be held responsible and will be recharged for costs incurred.

#### 8. Accidental, deliberate or criminal damage

- 8.1 Where works are required because the tenant, resident, a member of their household or a visitor to their home has deliberately or accidentally caused damage to

the property, the tenant/resident will be recharged. This includes damage to any Council property for example fixtures and fittings in their home, gardens, garages or any communal fixtures or fittings owned by the Council and that are the responsibility of the tenant/resident to replace or repair if lost and/or damaged.

- 8.2** If the property has been damaged due to criminal activity, for example a smashed window or doors forced, where there is a valid crime reference from the Police, the repair will not be recharged to the tenant.
- 8.3** We will liaise with the Police after the crime has been logged to ensure that they are satisfied that a crime has been committed but if the incident has been incorrectly reported, we will recharge for the repair.

## **9. Misuse of reporting repairs**

- 9.1** Genuine emergencies must be reported to ensure tenants/residents are safe and secure in their homes. However, if the repair is not an emergency or not as urgent as they stated or it is for work which is not considered to be our responsibility, we reserve the right to recharge any costs incurred for making this visit. Tenants are referred to the Repairs Handbook for further information on the definitions of emergency and urgent repairs. Alternatively, further information can be found on the Council's website site at [www.middevon.gov.uk](http://www.middevon.gov.uk).

## **10. No access**

- 10.1** Where the tenant has refused access for us to carry out our statutory obligations, for example the annual gas service, we will recharge the tenant for any costs incurred to gain access. This may include obtaining an Injunction.
- 10.2** If a tenant is out when we visit for a pre-arranged repair appointment, we may recharge for any costs incurred.

## **11. Assignments - Mutual exchanges**

- 11.1** Prior to tenants mutually exchanging properties, we will inspect the property to identify repairs and any tenant improvements or fixtures which are not the landlord's responsibility.
- 11.2** We will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming tenant. In particular the tenant will be informed in writing of:
- Any fixtures and fittings installed by the outgoing tenant which are not the landlord's responsibility
  - Defects caused by the outgoing tenant which are not the landlords responsibility, for example broken door handles or holes in walls.

## **12. Other recharges**

### **12.1 We will recharge for any costs incurred by:**

- Replacing any lost or broken door entry key fobs or keys and for changing locks;
- Storing tenant's goods following eviction;
- Removing graffiti and rectifying any damage;
- Vandalism to Council property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage;
- Taking legal action where the tenant has prevented us from carrying out our legal obligations;
- Clearing items from communal areas;
- Damage identified following routine property inspections;
- Removal of trees or hedges which are not our responsibility, if these are deemed to be dangerous or overgrown;
- Tidying of gardens that have been neglected or are overgrown;
- Wilful damage caused to the solar PV system where it is installed;
- Using the Council's Handyperson scheme to carry out specified works on the tenants behalf;
- Damage caused by excessive hoarding of items within the property;
- Clearing dog fouling;
- Garage or GGRP evictions (to include clearance costs and lock changes);
- Damage to car parking areas and the removal of unauthorised vehicles;
- Damage to fences and gates owned by us;
- Removing abandoned or non-roadworthy vehicles;
- Damage to the structure of the building;
- Attending a power failure caused by blown light bulbs or faulty appliances;
- Attending a blocked waste where the resident has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse;
- Removing rubbish or items left at the property on ending a tenancy;
- Damage to communal TV aerials;
- Excessive cleaning required to a property due to neglect;
- Emptying septic tanks and associated costs, such as administration costs;
- Any other circumstances that cause an unreasonable cost to the Council.

**12.2** Owner-occupiers may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general ground maintenance and the upkeep and maintenance of septic tanks. This will be dependent on the clauses specified in their conveyance. Leaseholders will be responsible for paying any costs included in their annual service charges.

**12.3** If items have to be removed from a communal area, such as clearance of furniture or a personal item, and the person responsible is not known, the tenants and residents within that block will be recharged in equal amounts, where it is considered to be appropriate and reasonable in the circumstances to do so.

**12.4** We reserve the right to refuse to carry out rechargeable works provided that by

doing so, we are not putting tenants/residents at risk. This may be due to non-payment or where repayment arrangements have not been kept.

### **13. Collection of charges**

- 13.1** When a rechargeable repair is identified, the tenant, resident and/or freeholder will be advised of the approximate cost of that repair. A schedule of rates for rechargeable repairs is kept by the Repairs team.
- 13.2** Bulky waste charges can be obtained by contacting the Council's Customer Services team. Tree management charges need to be quoted for individually.
- 13.3** Any works we carry out whether on behalf of a tenant/resident or due to them refusing to accept responsibility for the works, where this results in a security and/or health and safety implication, they will be recharged and the normal recovery procedures will be followed. The tenant/resident will be given the opportunity to arrange for the work to be carried out themselves.
- 13.4** If rechargeable works are carried out to empty properties, garages or GGRP's where the tenant has absconded or moved away, then these debts will be pursued using our former tenant procedures. If all other means of recovery have been exhausted, we will consider passing this to a debt recovery agent. A record of the former tenant and the outstanding debt will be held against that individual for future reference on our housing management system.
- 13.5** Tenants/residents can carry out works themselves, they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 13.6** All works must be completed to a standard accepted by us. The relevant planning permissions, building regulations and asbestos survey results need to be obtained by the tenant/resident at their own cost. Where applicable, the tenant/resident is required to provide certification and to dispose of waste in line with waste regulations.
- 13.7** Where we carry out works, a payment agreement will be completed and signed by the tenant/resident confirming that they are accepting liability for the works. We will issue a recharge invoice for any works undertaken by us. Payments for any work should be made by the tenant/resident prior to works being carried out unless agreed otherwise. Where this is not possible an arrangement plan will be made with the Neighbourhood Officer.
- 13.8** A recharge invoice will be raised even where we have no forwarding address, for example when a property has been abandoned or a tenant evicted. Former tenancy debts will be pursued in line with the Housing Services Income Management Policy.
- 13.9** If there are multiple debts owed by the tenant and they are unable to pay the recharge outright, the payment of rent arrears will remain the priority debt. The recharge sub account will be put on hold until the rent account is cleared.

- 13.10** When necessary and appropriate, we will start legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharged to the tenant/resident. We will not take legal action against tenants/residents where repayment agreements have been made and are being kept to.
- 13.11** Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable, in line with the Housing Services Income Management Policy.
- 14. Exceptions**
- 14.1** We reserve the right to waive the cost of a recharge in exceptional circumstances, however this will be at our discretion.
- 14.2** If damage is caused to the property as a result of domestic abuse actions or anti-social behaviour, the tenant/resident will be advised to report the incident to the Police to obtain a valid crime reference. The tenant will not be recharged, but the third party, where known, will be pursued for the damage.
- 15. Reducing occurrences**
- 15.1** We carry out tenancy home checks at our properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 15.2** We will provide information about recharges to current and prospective tenants during the sign up process and this is reiterated in the Tenancy Agreement. A copy of this policy is available to view on the Council's website and also available on request.
- 15.3** We will promote the availability of low cost home contents insurance to new and existing tenants. Tenants and residents are encouraged to take out household insurance.
- 16. Complaints**
- 16.1** We will deal with any complaints about our service in accordance with our Complaints Procedure. Details are available on the Council's website at [www.middevon.gov.uk](http://www.middevon.gov.uk) or available by telephone on 01884 255255.
- 17. References**
- Environmental Protection Act 1990
  - Waste (England and Wales) (Amendment) Regulations 2012
- 18. Equality and Diversity**
- 18.1** The Housing Service will tailor its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote equality of opportunity.

**19. Review**

- 19.1** This policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislation requirements and/or other guidance or good practice. The next review of this policy is due January 2020 and every four years thereafter.